

UNITED STATES BANKRUPTCY COURT
DISTRICT OF MINNESOTA

In re:

BKY No.: 09-50779

Dennis E. Hecker,

Chapter 7

Debtor.

AFFIDAVIT OF MATTHEW R. BURTON

STATE OF MINNESOTA)
) ss.
COUNTY OF HENNEPIN)

1. I am legal counsel for Randall L. Seaver, the Chapter 7 Trustee ("**Trustee**") for the estate of Dennis E. Hecker.

2. Attached as Exhibit A hereto is an Amendment to Consulting Agreement which relates to the sale of Brainerd Imports, LLC.

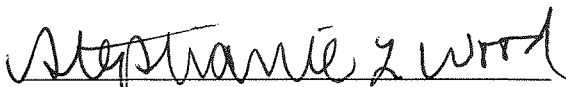
3. I am submitting this amendment so that the record is complete with respect to the sale of which the Trustee is seeking approval on October 28, 2009.

FURTHER YOUR AFFIANT SAYETH NOT.

Dated: October 26, 2009


Matthew R. Burton

Subscribed and sworn to before me
this 26th day of October, 2009.


Notary Public

411311



**AMENDMENT
CONSULTING AGREEMENT**

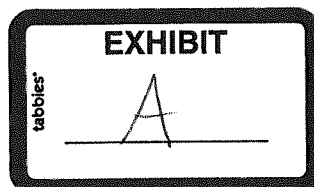
THIS AMENDMENT ("Amendment"), made effective as of October 21, 2009, by and between Brainerd T, LLC, a Delaware limited liability company ("Buyer") and Dennis E. Hecker, a Minnesota resident ("Hecker").

RECITALS

1. Paul M. Walser ("Walser") and Hecker entered into an Asset Purchase Agreement, dated as of September 14, 2009 ("Purchase Agreement"), regarding the sale by Brainerd Imports, LLC, a Minnesota limited liability company ("Seller"), of certain assets associated with its Toyota Scion Dealership ("Dealership") located at 7036 Lake Forest Road, Baxter, Minnesota 56425 ("Dealership Premises") to Walser or his assigns ("Buyer").
2. As Exhibit A to the Purchase Agreement, Hecker and Walser, on behalf of a company controlled by him ("Company"), also entered into a consulting agreement, dated as of September 14, 2009 ("Consulting Agreement") for the provision by Hecker of specified consulting services to Buyer.
3. Walser's rights and obligations, as Buyer and Company, under the Purchase Agreement and Consulting Agreement, respectively, were assigned and assumed by Brainerd T, LLC as successor Buyer, in accordance with that certain Assignment and Assumption Agreement, dated as of October 5, 2009 ("Buyer Assignment and Assumption Agreement").
4. Buyer and Hecker desire to clarify and amend specific terms of the Consulting Agreement in accordance with the terms set forth herein.
5. All capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Consulting Agreement.
6. Except as modified by this Amendment, Buyer and Hecker intend that all other provisions of the Consulting Agreement are to remain in full force and effect.

NOW, THEREFORE, in consideration of the premises and of the agreements and undertakings set forth in the Consulting Agreement and herein, it is agreed as follows:

1. Clarification and Amendment to Section 5 – Compensation. Section 5 of the Consulting Agreement is amended by adding the following clarifications and provisions to the current provisions therein:
 - (a) Lump Sum Payment at End of Term. Section 5(a) is amended by adding the following subsection (iv): "and (iv) Hecker shall be entitled to be paid a lump sum of \$25,000.00 at the end of the four-year consulting Term."
 - (b) Two Vehicles. Subsection 5(b) shall be replaced by the following: "(b) Hecker shall have the right to select up to two vehicles in inventory at the Dealership having a maximum aggregate value of \$75,000.00 for the combined individual values of the two vehicles



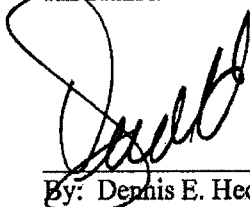
selected (i.e., combined individual values of two vehicles selected cannot exceed \$75,000.00) with Hecker being responsible to insure such vehicles.”

(c) Monthly Gas Allowance. Section 5 is amended by adding the following subsection (d): “(d) Hecker shall be entitled to be paid a \$500.00 per month gas allowance for the initial twelve months following the closing of the transaction contemplated under the Purchase Agreement.”

2. Continuation of Other Provisions in Consulting Agreement. All other provisions set forth in the Consulting Agreement shall continue unaffected by this Amendment, except for as to how their application may be modified herein.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date first above written.

HECKER:


By: Dennis E. Hecker

BUYER:

BRAINERD T, LLC



By: Paul M. Walser, Chief Executive Officer

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UNSWORN CERTIFICATE OF SERVICE

I hereby certify that on October 26, 2009, I caused the following documents:

Supplemental Affidavit of Matthew Burton

to be filed electronically with the Clerk of Court through ECF, and that the above documents will be delivered by automatic e-mail notification pursuant to ECF and this constitutes service or notice pursuant to Local Rule 9006-1(a).

Dated: October 26, 2009

/e/ Stephanie Wood

Stephanie Wood
100 South Fifth Street, Suite 2500
Minneapolis, MN 55402
(612) 332-1030